Supplemental Appendix

UNITED STATES SUPREME COURT
CASE No. 79-2055

Supreme Court, U.S.
FILED
JUL 12 1980
MICHAEL RODAK, JR., CLERK

July 9,1980
819 N. 21st Street
Allentown,Pa. 18104
215-433-1587

Mr Michael Rodak, jr, Clerk
Office of the Clerk
Supreme Court of the United States
U.S. Supreme Court Bldg.
1 First Street, N.E.
Washington,D.C. 20543

Re: Mazur vs. Commonwealth of Pennsylvania, et al
and, American Federation of State, County, & Municipal Employees Union (AFSCME.
Case No. 79-2055 (U.S.C.O.A.(3rd. ckt.) 80-1474.).

Dear Mr Rodak:

In response to your letter of July 3, 1980, I have noted and completed the oversites/errors , as follows:

1.Certificate of Service was on page 22(last sheet of the brief), However I have enclosed copy thereof.

2.I have sent the Forms CO-75 to the respective Appellees, as requested, also, asking them to confirm receipt of "certified mail" per copy of postal receipts I have.(see enclosed.).

3 I have enclosed a copy of the U.S. District Court's Order as requested.

4.Also, I have enclosed an "Amened Findings of Facts-Judicial Opinn 76-3(2/23/76)., which was the basic plea and charges of' violation , thereof, by the Appellees's, which resulted in my termination/furloughing from Pa. Commonwealth Employment roles., I am sure if I had known of it in the earlier courts, my grievances, would have been granted relief thereof.

5. I appreciate your recognitionof Veteran's re-employment rights, which comes at a particular point of financial distress caused by the Appellees, over the two years of nemployment.

Thanking you for your cooperation, I remain.

Yours sincerely,
Nicholas Mazur
Nicholas Mazur, Pro se, Appellant-Petitioner.

United States Supreme Court
Case No 79-2055
(U.S.CO.A. (3rd. ckt.) 80-1474.)

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IN THE SUPREME COURT OF THE UNITED STATES
October Term_____
Case No._____
(U.S.C.O.A.,3rd Ckt. Civil Case No. 80-1474)

CERTIFICATE OF SERVICE

I, Nicholas Mazur, Petitioner and Appellant, Pro se, hereby, certify, that true and correct copies of the foregoing "Petition for Writ of Certiorari" has been forwarded, this date, by First Class mail, postage, pre-paid, to:

Frank A. Fisher, Jr.
Assistant Attorney General,
Barbara G. Raup,
Assistant Attorney General,
Richard Thornburgh,
Governor,
Edward G. Biester,
Attorney General,
Ward T. Williams,
Chief Counsel,
Attorneys/representative of:
Respondents and defendants,
Commonwealth of Pennsylvania,
Department of Transportation,
Civil Service Commission,
Governor's Office of Administration
Office of Chief Counsel, T&S .Bldg;
Harrisburg, Pa. 17120.

(and) Richard Kirschner, Esq.
Jonathan K. Walters, Esq.
1500 Walnut Street,
Philadelphia,Pa. 19102
Attorneys for Respondents:
American Federation of State,
County & Municipal Employees
Union(AFSCME).

(and)

T.F. Quinn,Clerk
United States Court of
Appeals for the Third
Circuit, 214000 U.S.
Courthouse, 601 Market
Street, Philadelphia,
Pa.19106

SIGNED BY:

Nicholas Mazur

Nicholas Mazur, Petitioner
Date: June 25

BRUCE M. MOYER, NOTARY PUBLIC
ALLENTOWN, LEHIGH COUNTY
MY COMMISSION EXPIRES NOV. 15, 1982
Member, Pennsylvania Association of Notaries

P16 6390925

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO: FRANK A. FISHER, ESQ., ET AL
STREET AND NO.: OFFICE OF CHIEF COUNSEL
P.O., STATE AND ZIP CODE: PENNDOT, T&S BLDG. HARRISBURG, PA 17120

POSTAGE		$ 1.39
CONSULT POSTMASTER FOR FEES		
OPTIONAL SERVICES	CERTIFIED FEE	.80 ¢
	SPECIAL DELIVERY	¢
RETURN RECEIPT SERVICE	RESTRICTED DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED	¢
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES		$ 3.39
POSTMARK OR DATE		JUN 27 1980

PS Form 3800, Apr. 1976

P16 6390923

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO: T. F. QUINN, CLERK
STREET AND NO.: U.S. COURT OF APPEALS - 3RD CIR.
P.O., STATE AND ZIP CODE: 21400 U.S. COURTHOUSE, 601 MARKET STREET, PHILA., PA. 19106

POSTAGE		$ 1.86
CONSULT POSTMASTER FOR FEES		
OPTIONAL SERVICES	CERTIFIED FEE	.80 ¢
	SPECIAL DELIVERY	¢
RETURN RECEIPT SERVICE	RESTRICTED DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED	.45 ¢
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES		$ 3.11
POSTMARK OR DATE		JUN 27 1980

PS Form 3800, Apr. 1976

P16 6390926

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO: GOV. RICHARD THORNBURGH
STREET AND NO.: CAPITOL BLDG.
P.O., STATE AND ZIP CODE: COMMONWEALTH OF PA. HARRISBURG, PA. 17120

POSTAGE		$ 1.86
CONSULT POSTMASTER FOR FEES		
OPTIONAL SERVICES	CERTIFIED FEE	.80 ¢
	SPECIAL DELIVERY	¢
RETURN RECEIPT SERVICE	RESTRICTED DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED	.45 ¢
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES		$ 3.11
POSTMARK OR DATE		JUN 27 1980

PS Form 3800, Apr. 1976

P16 6390924

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO: MICHAEL RODAK, CLERK
STREET AND NO.: U.S. SUPREME COURT, SUPREME COURT BLDG.
P.O., STATE AND ZIP CODE: 1 FIRST ST. N.E. WASHINGTON, DC. 20543

POSTAGE		$ 5.15
CONSULT POSTMASTER FOR FEES		
OPTIONAL SERVICES	CERTIFIED FEE	.80 ¢
	SPECIAL DELIVERY	¢
RETURN RECEIPT SERVICE	RESTRICTED DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED	.45 ¢
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES		$ 6.40
POSTMARK OR DATE		JUN 27 1980

PS Form 3800, Apr. 1976

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P16 6390927

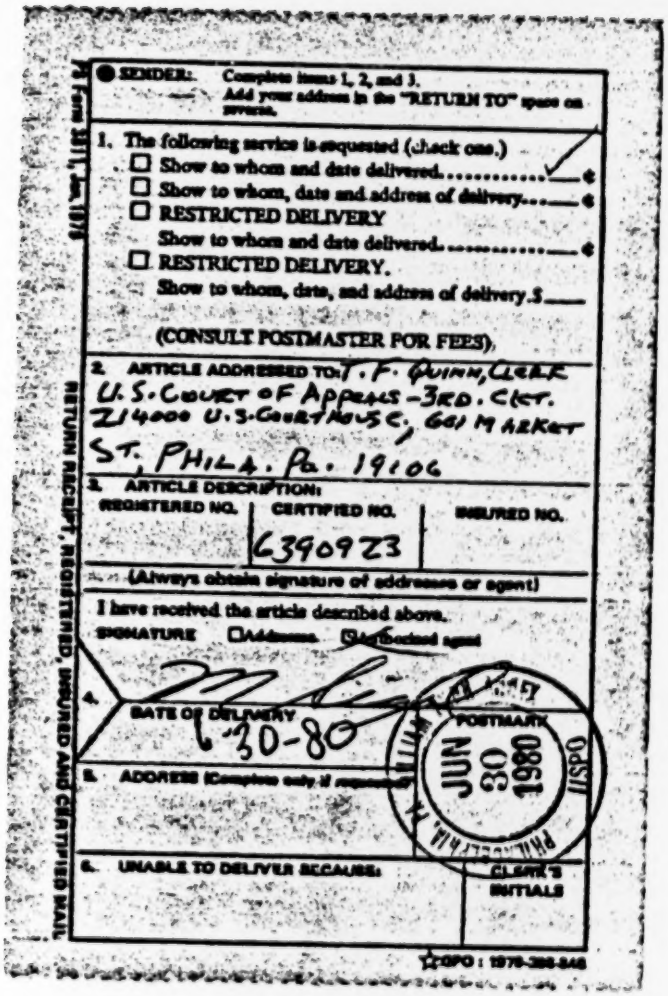
RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO: J. K. WALKER, ESQ.
STREET AND NO.: LAW OFFICES, 1500 WALNUT ST.
P.O., STATE AND ZIP CODE: PHILA., PA. 19102

POSTAGE		$ 2.11
CONSULT POSTMASTER FOR FEES		
OPTIONAL SERVICES	CERTIFIED FEE	.80 ¢
	SPECIAL DELIVERY	¢
RETURN RECEIPT SERVICE	RESTRICTED DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED	¢
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES		$ 2.91
POSTMARK OR DATE		JUN 27 1980

PS Form 3800, Apr. 1976



PS Form 3811, Jan. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- ☐ Show to whom and date delivered..... ¢
- ☐ Show to whom, date and address of delivery..... ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered..... ¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO: T. F. QUINN, CLERK
U.S. COURT OF APPEALS - 3RD. CIR.
ZI 4000 U.S. COURTHOUSE, 601 MARKET
ST. PHILA. PA. 19106

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	639073	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐Addressee ☐Authorized agent

4. DATE OF DELIVERY 6-30-80

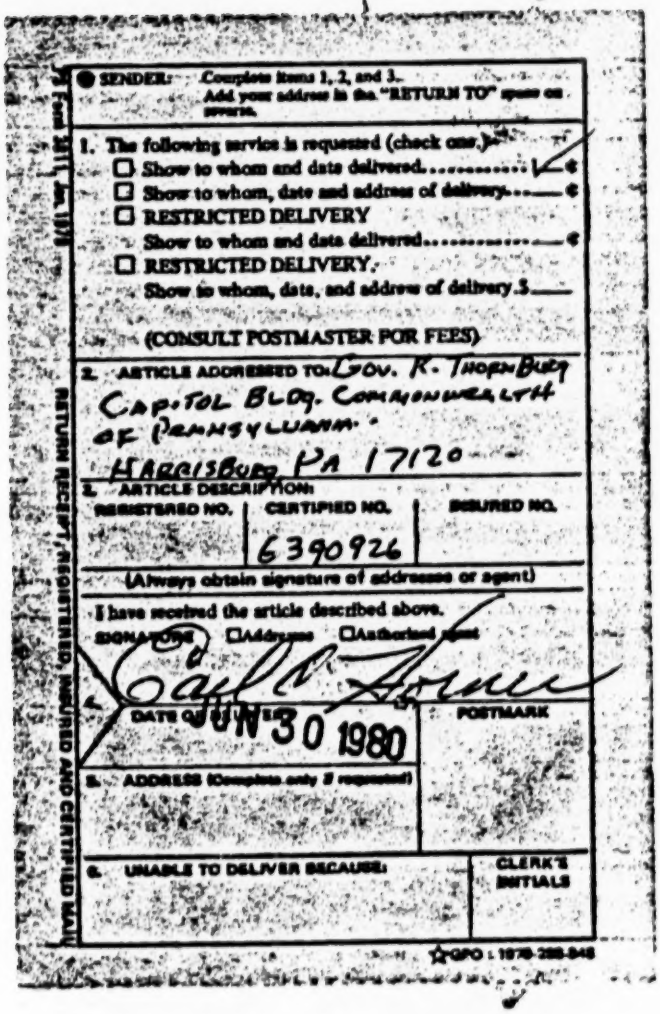
POSTMARK: PHILADELPHIA PA JUN 30 1980 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO : 1978-288-848



SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- ☐ Show to whom and date delivered..... ¢
- ☐ Show to whom, date and address of delivery..... ¢
- ☐ RESTRICTED DELIVERY
- ☐ Show to whom and date delivered..... ¢
- ☐ RESTRICTED DELIVERY.
- ☐ Show to whom, date, and address of delivery.$

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO: Gov. K. Thornburg
Capitol Bldg. Commonwealth
of Pennsylvania
Harrisburg PA 17120

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	6390926	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

Carl R. Greene

4. DATE OF DELIVERY: JUN 30 1980 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

PS Form 3811, Jan. 1979 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆GPO : 1979-288-848

IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NICHOLAS MAZUR	:	
v.	:	
COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION, CIVIL SERVICE COMMISSION, GOVERNOR'S ADMINISTRATION OFFICE and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)	:	CIVIL ACTION NO. 79-4072

FILED

MEMORANDUM AND ORDER

TROUTMAN, J. MARCH 4, 1980

Plaintiff, a former real estate administrator with the Pennsylvania Department of Transportation, commenced this pro se action to challenge the failure of the Pennsylvania Supreme Court to consider his allegations that defendants denied him rights guaranteed by the Pennsylvania Public Employee Relations Act of 1970, 43 P.S. §1101.101 et seq. (Act 195), various provisions of the Pennsylvania Civil Service Act of 1941, 71 P.S. §741.1 et seq., and the Pennsylvania law giving preferences in employment to veterans, 51 Pa. Cons. Stat. Ann. §7101 et seq. Initially plaintiff filed charges of unfair labor practices against defendants with the Pennsylvania Labor Relations Board pursuant to Act 195. The Board, a Commonwealth administrative agency charged with the duty of enforcing the provisions of Act 195, dismissed the charges on January 29, 1979. Plaintiff then appealed to the Commonwealth Court of Pennsylvania, which construed the appeal as a petition for review in the nature of an appeal from the State Civil Service Commission. Relying upon Pa. R.A.P. 1512(a)(1),[1] the

[1] This rule reads: "Except as otherwise prescribed by Subdivision (b) of this rule: (1) A petition for review of a quasi judicial order, or an order appealable under 42 Pa.C.S.§763(b) (awards of arbitrators) or under any other provision of law, shall be filed with the prothonotary of the appellate court within 30 days after the entry of the order." Plaintiff conceded that he did not comply with this rule, which the Court may not extend. Pa.R.A.P. 105(b).

Commonwealth Court dismissed plaintiff's petition as untimely. Plaintiff then filed a "motion to put aside the perfunctory defense ruling by the Court and respondents, and call for a summary judgment", which the Commonwealth Court dismissed in late April. Two weeks later plaintiff filed with the Pennsylvania Supreme Court a petition for allowance of appeal from the decision of the Commonwealth Court. On October 22, 1979, the Supreme Court denied plaintiff's petition. Plaintiff now seeks review in federal court of the state court determinations.

Plaintiff predicates jurisdiction in federal court upon Section 204 of the Appellate Court Jurisdiction Act of 1970, 43 Pa. Con. Stat. Ann. §211.204.[2] Apparently plaintiff views this forum as an appellate court to which he may appeal the refusal of the Pennsylvania administrative agencies as well as the Commonwealth and Supreme Courts of Pennsylvania to grant him relief. This Pennsylvania statute does not, and indeed cannot, create jurisdiction in federal court, for "federal courts possess limited jurisdiction, conferred only as the Constitution and Congress direct". Holman v. Carpenter Technology Corp., ____ F. Supp. ____, ____ (E.D. Pa. 1980). Due regard for the "rightful independente" of state governments requires federal courts to confine their

---

[2] The Judiciary Act Repealer Act of 1978, Act of April 28, 1978, P.L. 202, No. 53, repealed this Act. However, Section 724 of the Judicial Code, 42 Pa. Con. Stat. Ann. §724, substantially reenacts the provision, which now reads:

> Final orders of the Superior Court and final orders of the Commonwealth Court not appealable under section 723 ... may be reviewed by the Supreme Court upon allowance of appeal by any two justices of the Supreme Court upon petition of any party to the matter....
>
> If an appeal is improvidently taken to the Supreme Court under section 723 in a case where the proper mode of review is by petition for allowance of appeal under this section, this alone shall not be a ground for dismissal, but the papers whereon the appeal was taken shall be regarded and acted on as a petition for allowance of appeal and as if duly filed at the time the appeal was taken.

own jurisdiction to the precise limits established thereby. Victory Carriers, Inc. v. Law, 404 U.S. 202, 212 (1971).

Plaintiff's attempts to fit within these strictures remain unsuccessful. Plaintiff can avail himself of neither the Labor Management Relations Act, 29 U.S.C.§185, nor the Labor Management Reporting and Disclosure Act, 29 U.S.C.§401, for both acts specifically exclude from their purview public employees like plaintiff. See 29 U.S.C. §152(2) and §402(e).[3]

As recently noted in this district, "pro se pleadings should be approached with liberality. When an individual either cannot afford the services of an attorney or chooses to prosecute his claim himself ... courts must proceed painstakingly in an effort to discern the nature of plaintiff's claim and to insure that his lack of familiarity with legal proceedings does not result in his forfeiting a potentially valid claim. On the other hand, a judge may not become the surrogate attorney for a party, even one who is proceeding pro se. A pro se plaintiff must abide by the Federal Rules of Civil Procedure and when confronted by motions to dismiss must articulate reasons why the motions should not be granted". Tilli v. Capabianco, No. 79-931, slip op. at 1-2 (E.D. Pa. January 28, 1980). Accordingly, defendants' motion to dismiss will be granted.

---

[3] These provisions, respectively, read:

The term "employer" includes any person acting as an agent of an employer, directly or indirectly, but shall not include the United States ... or any State ....

"Employer" means any employer ... but does not include the United States ... or any State ....

July 9, 1980
819 N. 21st Street
Allentown, Pa. 18104
215-433-1587

Richard Kirschenr, Esq. &
J.K. Walters, Esq.
Law Offices
1500 Walnut Street,
Phila., Pa. 19102

Re; N. Nazur, Pro se, Appellant-Petitioner vs. Commonwealth of Penna. , & A.S.H., Appellees.
U.S. Supreme Court Case # 79-2055 (U.S.C.O.A. (3rd. Ckt.) 80-1074.)

Gentlemen:

I am enclosing U.S. Supreme Court form CO-75, for you to initiate the legal actions, noted therein, under docket no. 79-2055.

Your cooperation will be appreciated.

Thanking you in advance, I remain.

Yours sincerely,

Nicholas Nazur, Prose, Appellant

SUPREME COURT OF THE UNITED STATES

Nicholas Mazur, Pro se, Appellant-Petitioner
Appellant—Petitioner

vs.

American Feceration of State, County and Municipal Employees Union (AFSCME) & Commonwealth of Penna., et al; (Appellees
Appellee—Respondent

No. ~~79-2055~~

(U.S.C.O.A. (3rd ckt.) 80-1474)

To Richard Kirschner/C.J. Walters, Es., Counsel for Appellee—Respondent:

YOU ARE HEREBY NOTIFIED that an appeal—a petition for a writ of certiorari—in the above-entitled and numbered case was docketed in the Supreme Court of the United States on the June day of 30, 19 80.

Nicholas Mazur

Nicholas Mazur, Pro se, Appellant-Petitioner
Counsel for Appellant—Petitioner

819 N. 21st Street,
Number and Street

Allentown, Pa. 18104 - 215-4331587
City, State and Zip Code

NOTE: Please indicate whether the case is an appeal or a petition for certiorari by crossing out the inapplicable terms. A copy of this notice need not be filed in the Supreme Court.

CO-75

July 9, 1980
819 N. 21st Street,
Allentown, Pa. 18104
215-433-1587

Frank A. Fisher, jr.
Assistant Attorney General
Office of Chief Counsel
Commonwealth of Penna.
T&S Building
Harrisburg, Pa. 17120

Re: N. Mazur, Pro se, Appellant, vs. Commonwealth of Penna, et al; Appellees; U.S. Supreme Court Case 79-2055 (U.S.C.O.A. Case 80 1174).

Dear Mr Fisher:

On June 27, 1980, (see certified mail #P1[illegible]-390925), I mail you 12 copies of My "Petition for Writ of Certiorari, before judgment", three copie to each of your staff (Naup; Williams & Biester). I sent three copies, in a separate envelope, to Gov. Thornburg.

I am, per copy of letter, to the Supreme Court, notifying them of said action. If you have not received them, I would appreciate you let ing me know, in order that I may notify the postal authorities.

Thanking you in advance, I remain.

Yours sincerely,
Nicholas Mazur
Nicholas Mazur, Pro se,
Appellant

P.S. U.S. Supreme Court Form; CO-75 is enclosed for your use and necessary legal action, as noted therein.

N.M.
N.M.

SUPREME COURT OF THE UNITED STATES

N. Mazur, Pro se, Appellant
Appellant—Petitioner

vs.

COMMONWEALTH OF PENNSYLVANIA - Department of Transportation, Civil Service Commission, Governor's Office of Administration & (AFSCME) Appellees
Appellee—Respondent

No. 79-2055
(U.S.C.O.A. (3rd Cir.) 80-1474)

To Frank A. Fisher, jr. Asst. Atty. Gen'l., Counsel for Appellee—Respondent:

You Are Hereby Notified that an appeal—a petition for a writ of certiorari—in the above-entitled and numbered case was docketed in the Supreme Court of the United States on the June day of 30, 1980.

At the request of the Clerk of the Supreme Court, we are sending attached hereto an appearance form to be filed by you, or other counsel who will represent your party, with the Clerk at or before the time you file your response to our petition or jurisdictional statement.

Only those counsel who file an appearance form can expect to receive notification of the Court's action(s) in this case.

Nicholas Mazur
Nicholas Mazur, Pro se, Appellant-Petitioner
Counsel for Appellant—Petitioner

819 N. 21st Street
Number and Street

Allentown, Pa. 18104 -215-433-1587
City, State and Zip Code

NOTE: Please indicate whether the case is an appeal or a petition for certiorari by crossing out the inapplicable terms. A copy of this notice should not be filed in the Supreme Court.

CO-75

-81-

July 9,1980

UNITED STATES SUPREME COURT
CASE NO. 79-2055

APPENDAGE :

- Appendix "A'-Findings of Facts, Judicial Opinion 76-3 Dated 2/23/76.

- Appendix "B"- Appellees's Arbitration directive violating the Judicial Opinion's 76-3 basic interpretation and guidelines.

Signed by:

Nicholas Mazur, Pro se,
Appellant-Petitioner
819 N. 21st Street,
Allentown, Pa. 18104
215-433-1587

July 8 ,1980
819 N. 21st Street,
Allentown,Pa.18104
215-433-1587

Thomas Quinn, Clerk of Court
U.S. Court of Appeals for the
Third Circuit,
Room 21400 U.S. Courthouse
601 Market St;
Phila.,Pa. 19106

Re: N. Mazur, Pro se, Plaintiff/Appellant, vs.
Commonwealth of Pa.,et al and American Federation
of State,County & Municipal Employees Union(AFSCME).
Appellees/Defendants.

CASE No: 80-1474(U.S.C.O.A.(3rd.Ckt.)
(D.C. Civil ase no. 79-4072).

Dear Mr Guinn:

Enclosed you will find, the original, and twenty four(24) copies of an Motion for" Amendement of Finding of Facts" being submitted under Rules 6(b) and Rule 52(b) of Civil Procedures for entry within the ten days , prior to hearing date of August 4,1980.

By copy of this letter, I , Nicholas Mazur, Pro se,Appellant, certify that a copy of this Appeal will be sent to the Appellees's Legal counsel/Representatives, by first class mail, pre-paid postage.

Thanking you for your cooperation, I remain.

Yours sincerely,

Nicholas Mazur

Nicholas Mazur, Pro se,
Petitioner/Appellant

APPENDIX "A"
SHEET 1 of 21

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UNITED STATES COURT OF APPEALS
for the Third Circuit
Case No. 80-1474

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UNITED STATES COURT OF APPEALS
for the Third Circuit
Case No. 80-1474.

AUTHORITY

(Cases, Federal Application, &Civil Rules)

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United States Court of Appeals
For the Third Circuit
Case No. 80-1474
(D.C. Civil Case no 79-4072.)

FOR THE APPELLANT

NICHOLAS MAZUR, :

APPELLANT : Case No. 80-1474

v. : from

Commonwealth of Pennsylvania,et al. (D.C. Civil Case # 79-4072.)

and :

American Federation of State, County,
* Municipal Employees Union(AFSCME.) :

APPELLEES :

MOTION TO FILE AMENDED FINDINGS OF FACT

AND NOW, I, NICHOLAS MAZUR, Pro se, Appellant appeals to file a motion of amended "Findings of Facts " [1.] under the jurisdiction of Civil Rules 6(b); 30(b)3; and 52(b); which would grant me an extension of ten(10) days enlargement time, if needed. However, since my motion will be before your Court , within ten days of the hearing Of August 4, 1980, before the panel of your Court, I see no reason for an extension. However if the Court deems it necessary for an extension of time, please honor my request , herein.

1. Finding(s) of Fact are in Judicial Opinion NO.76-3, which may be found in the appendage section of" Motion for Amendment".

United States Court of Appeals
for the Third Circuit
Case No. 80-1474

STATEMENT OF FINDINGS OF Facts;
JUDICIAL OPINION no. 76-3

The findings of facts is dated February 23, 1976, wherein , the Attorney General Kane advised Hon George S. Pulakos, Secretary of the Pennsylvania Department of Transportation of the definition of the "soldier" and "war" and the seniority application and/or preference a soldier in the Armed Forces of the United States, under the Public Employment Act of May 22,1945,P.L. 837.51 P.S. ¶ ¶ 492.1 et seq. amended and the Military Act 51 Pa. C.S. ¶7107 the Commonwealth of Pennsylvania and the Union(AFSCME) were to honor. This Factual (case) Finding confirms my charge of Collusion between the Appellees(see My brief -Appendix page 28."Unilateral agreement between the Comm. of Pa. and AFSCME ,dated Apr. 11,1977 and P-49 , Arb. Case. dated 10/28/78) , but would be defined as a conspiracy, with malicious intent , and violating my civil rights under Section 9, U.S. Amendment 1 and "discrimination" as a result of the error of such action, under U.S. Amendment V, P1163 and U.S. Constitutional Article III.

Both parties knowing of all the facts and rules , as early as February 23,1976, could not have erred as flamboyantly, as they did.

The Appellant prays that in your judgment you will grant me the relief from my grievances as requested on Page 4, of the Aplant's brief dated April 15, 1980; submitted to your Court.

UNITED STATES COURT OF APPEALS
for the Third Circuit
Civil Case No. 80-1474
(D.C. Civil Case No. 79-4072).

APPENDAGE

FINDINGS OF FACTS

HEREWITH

DEPARTMENT OF JUSTICE
OFFICIAL OPINION No. 76-3

Opinion of the Attorney General Kane
to
Hon. George S. Pulakos, Acting Secretary
of the Pennsylvania Department of Transportation.

APPENDIX "A"

Military Employment Preference

Words and phrases—"War"—"Soldier"—Undeclared armed conflict—Preference in Public Employment Act—Veterans—Seniority.

1. The term "soldier" within the purposes of Chapter 71 of the Military Code (the preference in Public Employment Act of May 22, 1945, P.L. 837) means one who has served in the armed forces of the United States or women's organization officially connected therewith during a war or period of armed conflict such as Vietnam, in which the United States is involved.

2. The term "war" within the context of section 7107 of the Military Code means either a formally declared war, or an undeclared armed conflict.

3. The Military Code, 51 Pa.C.S. §7107, requires that whenever a reduction in force is necessary in any public position and personnel are discharged according to seniority, the total amount of seniority of any soldier as defined by Chapter 71 of the Military Code shall be determined by adding his amount of seniority in the civil service or public works to his total years of service in the armed forces of the United States or any women's organization connected therewith, during any declared war or armed conflict in which the United States was involved.

Opinion of the Attorney General to Hon. George S. Pulakos, Acting Secretary of Transportation. Department of Justice, Official Opinion No. 76-3.

KANE, *Attorney General*, February 23, 1976—We have received a request for an opinion from your department interpreting the Preference in Public Employment Act of May 22, 1945, P.L. 837, 51 P.S. §§492.1, et seq., as amended.[1] Specifically, you have asked whether a former soldier in the armed forces of the United States, or member of any women's organization connected therewith, may take advantage of the additional seniority provision of the Act, 51 Pa.C.S. §7107, if he or she served during a time of armed conflict rather than receiving credit for additional seniority only if he served during a time of declared war. You are hereby advised that a former soldier in the armed forces of the United States, or member of any women's organization connected therewith, is entitled to the additional seniority as provided in section

1. This statute was codified by the Act of August 1, 1975, P.L. 216, 51 Pa.C.S. §§7101, et seq., without change, and became effective January 1, 1976.

7107 of the Military Code if he or she served either during a time of armed conflict or of declared war.

Section 7107 of the Military Code reads:

"Whenever a reduction in force is necessary in any public position . . . and personnel are discharged according to seniority, the number of years of service of any soldier shall be determined by adding his total years of service in the civil service or on public works to his total years of service as a member of the armed forces of the United States, or any women's organization officially connected therewith *during any war in which the United States engaged.*" (Emphasis supplied.)

There are two issues that must be resolved prior to the resolution of your question; what is the definition of "soldier" within the code, and what is meant by the term "war" as it is used in section 7107 of the Military Code.

The term "soldier" was defined in the original 1945 Act as a "person who served in the armed forces of the United States or in any women's organization officially connected therewith, during any war in which the United States engaged . . . and who has an honorable discharge from such service." In 1945, the Act was amended to insert the words "or armed conflict" after "during any war." In 1966, the act was amended specifically to include Vietnam veterans. Finally, the act was amended in 1972 so that the term "soldier" is currently defined as:

". . . a person who served in the armed forces of the United States, or in any women's organization officially connected therewith, during any war or armed conflict in which the United States engaged, or who so served or hereafter serves in the armed

forces of the United States, or in any women's organization officially connected therewith, since July 27, 1953, including service in Vietnam, and who has an honorable discharge from such service." 51 Pa.C.S. §7101.

It is clear that the term "soldier" within the meaning of the act, is one who has served or who shall serve in the armed forces or connected women's organizations during a war or armed conflict, such as Vietnam.

The question of what was intended by the word "war" in section 7107 of the Military Code, poses a more difficult question. Did the General Assembly intend to limit it to a declared war only, or did it intend to include undeclared wars and armed conflicts between the United States and other sovereigns?

General definitions of "war" are not very helpful. Black's Law Dictionary defines "war" as:

"Hostile contention by means of armed forces, carried on between nations, states, or rulers, or between parties of the same nation or state . . . [or] a contest by force between two or more nations, carried on for any purpose or armed conflict or sovereign powers or declared and open hostilities, or the state of nations among whom there is an interruption of pacific relations, and a general contention by force, authorized by the sovereign." Black's Law Dictionary 1754 (4th ed. 1968).

Such a definition is hopelessly broad and does not relate to the statute in question.

Several Pennsylvania decisions have construed the term "war" in order to decide whether it is limited to declared wars or includes armed conflicts between the United States and other nations. In

Beley v. Pennsylvania Mutual Life Insurance Co., 373 Pa. 231, 95 A.2d 202 (1953), and Harding v. Pennsylvania Mutual Life Insurance Co., 373 Pa. 220, 95 A.2d 221 (1953), the Pennsylvania Supreme Court considered the question of whether the beneficiary of a life insurance policy could collect double indemnity under a provision of the contract if the insured was killed in the armed forces during a time of war, where the insured was killed in the Korean conflict. In both cases, the court held that the action in Korea was not a war in the constitutional or legal sense of the word. The court implied that only a declared war could, in fact, be considered a war under the terms of the insurance contract. The rationale for the court's decision was that if the definition of "war" were expanded to include armed conflicts, then the courts would have no criteria to determine what was a war and what was merely shooting short of war. The court stated that:

"The existence or non-existence of a state of war is a political, not a judicial, question, and it is only if and when a formal declaration of war has been made by the political department of the government that judicial cognizance may be taken thereof." Beley v. Pennsylvania Mutual Life Insurance Co., 373 Pa. 231, 237, 95 A.2d 202, 205 (1953).

In Thomas v. Metropolitan Life Insurance Co., 388 Pa. 499, 131 A.2d 600 (1957), the court again considered a claim by a life insurance beneficiary that he was entitled to an additional payment because the insured was killed in a war: the Korean conflict. The court stated that it was bound by its previous rulings in Beley and Harding supra and its

Beley v. Pennsylvania Mutual Life Insurance Co.,373 Pa. 231, 95A.2d 202(1953), And Harding v. Penna. Mutual Life Insurance Co; 373 Pa.270,95A.2d 221L1953), the Pennsylvania Supreme Court considered the question of whether the beneficiary of a life insurance policy could collect double indemnity under a provision of the contract, if the insured was killed in the armed forces during a war. where the insured was killed in the Korean conflict, in both cases, the court held that the action in Korea was not a war, in the constitutional or legal sense of the word. The court implied that only a declared war could, in fact, be considered a war under the terms of the insurance contract. The rationale for the court's decision was that if the definition of "war" were expanded to include armed conflicts, then the courts would have no criteria to determine what was a "war" and what was merely a shooting sort of a war. The court stated that:

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insurance contract. However, the majority took pains to limit its decision to the particular facts of the case. Further, the court, in adopting the lower court's opinion, admitted that:

"'It becomes very clear then that hostilities between nations can become war whether solemnly declared or not. War of the perfect kind, solemnly declared, is called declared war. War of the imperfect kind that has not been baptized with the name by Congress is known as undeclared war.'" Thomas v. Metropolitan Life Insurance Co., 388 Pa. 499, 507, 131 A. 2d 600, 604 (1957).

The court in Thomas interpreted Beley and Harding as defining two types of war, declared and undeclared. However, when interpreting the language of an insurance contract, for the sake of clarity and uniformity, the court held that the definition should be limited to that of a declared war.

In Morgan Estate, 2 D. & C. 2d 480 (Luz., 1954), the question arose as to the construction of section 1(b) of the Wills Act of April 24, 1947 (now Act of June 30, 1972, P.L. 508, as amended, 20 Pa.C.S. §2501), which allows a minor in the armed services, in time of war, to dispose of his property by will. The court, after acknowledging the Beley and Harding cases, announced that it would not be bound by their limited definition of "war." Instead, the court chose to define "war" in its popular sense, that is to include both declared and undeclared conflicts. The court (in an opinion by Orphans' Court Judge Benjamin R. Jones, now Chief Justice of the Pennsylvania Supreme Court) distinguished the previous cases by noting that here it was dealing with an enactment of the legislature and not with a private insurance contract.

Finally, other States and the Federal courts have

considered the definition of "war." In Morrison v. United States, 316 F. Supp. 78 (M.D. Ga., 1970), the question arose as to whether the Vietnam conflict was a war within the definition of the Federal Tort Claims Act. The act proscribes recovery for "[a]ny claim arising out of the combatant activity of the military or naval forces or the Coast Guard during time of war." 28 U.S.C. §2680(j), June 25, 1948, 62 Stat. 984, as amended. The court unanimously held:

"While it may be true that a de jure state of war cannot exist without a formal declaration of war, a war is no less a war because it is undeclared." 316 F. Supp. 78, 79 (M.D. Ga., 1970)

Several courts of other States have held likewise: Langlas v. Iowa Life Insurance Co., 245 Iowa 713, 63 N.W. 2d 885 (1954); Western Reserve Life Insurance Co. v. Meadows, 152 Texas 559, 261 S.W. 2d 554 (1953); Stankus v. New York Life Insurance Co., 312 Mass. 366, 44 N.E. 2d 687 (1942); Stanbery v. Aetna Life Insurance Co., 26 N.J. Super. 498, 98 A. 2d 134 (1953).

The preceding cases, while not controlling, are helpful in our analysis. They acknowledge that war may be interpreted either narrowly or broadly, depending upon the construction which the framer intended. Surveying all of the cases,[2] Morgan Es-

2. Recently Commonwealth Court in Shank v. Everett Area School District No. 639 C.D. 1975 (Jan. 23, 1976), ruled that a man who volunteered for military service during the Vietnam conflict could not avail himself of section 1176 of the Public School Code of 1949, Act of March 10, 1949, P.L. 30, as amended, 24 P.S. §11-1176, which permits a public school employe a leave of absence if he volunteers for duty "in time of war or during a state of national emergency." The court held that during the Vietnam conflict there was no declaration of

tate is clearly the most applicable to the question at hand as it is a Pennsylvania case construing a legislative enactment.

The Statutory Construction Act of November 25, 1970, P.L. 707, 1 Pa.C.S. §1924, permits the title and preamble of a statute to be considered when interpreting a statute. The original act, when passed in 1945, was titled:

"Providing for and requiring in certain cases preference in appointments to public position or on public works for honorably discharged persons who served in the military or naval service during any war in which the United States engaged . . ." Act of May 22, 1945, P.L. 837.

The 1955 amendment to the act specifically provided for the preference in hiring and retention of veterans of armed conflicts and not merely those men and women who served in time of declared war. The act has been amended twice since 1955 and on both occasions the title has included the above phrase. The title of the act is evidence that the General Assembly intended that veterans of

---

war or national emergency. The implication in Shank is that a conflict must be declared to be a war. However, Shank should not be viewed as controlling for several reasons. First, the court in Shank dealt with the Public School Code rather than Chapter 71 of the Military Code. This becomes even more significant when one realizes that the reasons for construing "war" to include an undeclared conflict in the Military Code do not exist in the Public School Code, i.e., the language that exists in the title to the Preference in Public Employment Act and the broad definition of the term "soldier" in the Code as are discussed later in the text of this opinion. Also, the court in Shank was never directly presented with, nor did it fully consider, the question of whether the Vietnam conflict fit within the definition of the word "war." Finally, the authorities previously cited in this opinion far outweigh the implications in Shank.

Sheet 8 of 12

armed conflicts, as well as those of declared wars, should be given seniority preference.

Further evidence of the intent of the legislature can be had by substituting the definition of the term "soldier" for the word "soldier" in the particular provision. Substituting the definition, the statute reads:

"Whenever a reduction in force is necessary in any public position, or on public works of the Commonwealth . . . the number of years of service of any [person who served in the armed forces of the United States . . . during any war or armed conflict in which the United States engaged] shall be determined by adding his total years of service in the civil service or on public works to his total years of service as a member of the armed forces . . . during any war in which the United States engaged." 51 Pa.C.S. §7107.

If the term "war" in this section is construed to include only a declared war, then the section loses its meaning. The statute, when interpreted in the above manner, allows preference for those who served in the armed forces during time of war or armed conflict but only if they served during a declared war. Such an interpretation makes little sense. A far more reasonable construction would allow preference for those who served either during an armed conflict or time of declared war. When seeking the intent of the legislature, there is always a presumption that the General Assembly did not intend a result which is absurd or unreasonable: 1 Pa.C.S. §1922(1).

A further question concerns the duration of a war or armed conflict; that is when, for the purposes of the act, does a conflict begin and end? Decisions that have dealt with the beginning of a war or

armed conflict have concluded that a war or conflict begins with the opening of hostilities: Stinson v. New York Life Insurance Co., 167 F. 2d 233 (D.C. Cir., 1948); New York Life Insurance Co. v. Bennion, 158 F. 2d 260 (10th Cir., 1946); Beley v. Pennsylvania Mutual Life Insurance Co., 373 Pa. 231, 95 A. 2d 202 (1953); Darnall v. Day, 240 Iowa 665, 37 N.W. 2d 277 (1949). Therefore, a war or armed conflict begins when the United States becomes involved in the hostilities.

Several courts also have considered the issue of the end of a war or armed conflict. It is clear that a declared war ends upon the cessation of hostilities rather than the signing of a formal peace treaty and Pennsylvania cases have so held: Beley v. Pennsylvania Mutual Life Insurance Co., 373 Pa. 231, 95 A. 2d 202 (1953); Harding v. Pennsylvania Mutual Life Insurance Co., 171 Pa. Superior Ct. 236, 90 A. 2d 589 (1952), affirmed, 373 Pa. 270, 95 A. 2d 221 (1953). The courts of other jurisdictions are in accord: New York Life Insurance Co. v. Durham, 166 F. 2d 874 (10th Cir., 1948); Stinson v. New York Life Insurance Co., 167 F. 2d 233 (D.C. Cir., 1948); Langlas v. Iowa Life Insurance Co., 245 Iowa 713, 63 N.W. 2d 885 (1954). Further, although the preceding decisions dealt with declared wars, the language employed by the various courts makes it clear that they would apply the same logic to an undeclared conflict.

"[I]t is the common understanding that a war is no longer a war when the shooting is ended, regardless of official pronouncements . . . 'War in the practical and realistic sense in which it is commonly used, refers to the period of hostilities'.": Langlas v. Iowa Life Insurance Co., 245 Iowa 713, 720, 63 N.W. 2d 885, 889 (1954).

Such a decision only makes sense. If an official

pronouncement is not necessary to begin an undeclared war, as is necessary to begin a declared war, there is no reason why an official pronouncement should be relevant to end an undeclared conflict if it is irrelevant to the end of a declared war.

For the purposes of the Military Code, a declared war or armed conflict begins with the opening of hostilities and ends with the cessation of the action. Using the above criteria, it is possible to determine the exact dates, for the purposes of the code, of recent conflicts involving the United States. World War I began with the declaration of war on Germany on April 6, 1917, and ended on November 11, 1918, with the signing of the peace treaty. World War II began with the attack on Pearl Harbor on December 7, 1941, and ended with the signing of the peace treaty with Japan on September 2, 1945. The duration of the Korean conflict was from June 25, 1950, when the North Koreans attacked to July 27, 1953, which was the date of the cease fire at Panmunjom. The Vietnam hostilities began on August 5, 1964, with the Gulf of Tonkin incident and ended with the signing of the Paris Peace Accord on January 28, 1973.

When attempting to define "war," one must keep in mind a historical perspective. The original act was passed in 1945. At that time the term "war" had quite a different connotation than it does today. In 1945, World War II had just ended and World War I was still recent history. All large scale conflicts were formally declared wars. Today the large conflicts of recent memory, Korea and Vietnam, were not declared wars; but were waged on a scale and intensity approaching that of previously declared wars.

Finally, when examining the history of the act, it can be seen that the act was broadened several

times by amendments. The major amendments were in 1955, 1965 and 1972. The 1955 amendment expanded the title of the act to include armed conflicts and also expanded the definition of "soldier" to include those who served during armed conflicts as well as declared wars. The 1965 and 1972 amendments again broadened the definition of "soldier" to specifically include Vietnam veterans. In short, the General Assembly has acted to expand the coverage of the act to include each of the major undeclared armed conflicts in the last 25 years in which the United States was involved. In order to effect the intent of the General Assembly, and to be consistent with the evolution of the act, a broad interpretation should be given to the term "war" as it is used in section 7107 of the Military Code.

In conclusion, it is our opinion, and you are hereby advised, that section 7101 of the Military Code, 51 Pa.C.S. §7107, should be interpreted as granting to those veterans who meet the act's definition of "soldier" additional seniority, to the extent of the time they served in the armed forces of the United States during a declared war or armed conflict in which the United States was involved.

In re Summit House

Taxation—Real property taxes—Condominium—Uniformity of assessment in comparison with similar tenanted properties.

The requirement of the Pennsylvania Constitution, article VIII, section 1, for uniformity of taxation upon the same class of subjects requires that the assessment of the total number of units in a condominium be no greater than the assessment of a comparable building occupied by tenants, despite the argument that the market value of all of the units in the condominium is greater.

Case no. 80-1474
United States Court of Appeals- Third Circuit

HISTORICAL CLASS/SENIORITY CHANGES, GENERATED FROM APPELLEES ACTIONS ON THE APPELLANT STATUS

Ref. no.	Class Holding	Time/Date In Effect	Seniority Class Standing	By What Directive or Achievement	Seniority Time Application Civil Service (Plus) Military (As of 8/4/80)	
1	R.E.SIV	4-10-77	#1 of 4	Civil Service	8YRS.4mos/3/days	3Yrs/7mos/10Days
2.	R/W ADM	8-29-77	#4 of 4	PennDot Ltr.8/29/77	none	3Yrs/7mos/10Days
3.	R.E.S.III	2-6-78	#6 of 11	PennDot Ltr.2/16/78	4Yrs/7mos/26days	2Yrs/3mos/16Days
4.	R.E.S.III	10-20-78	#9 of 11	Gov. Ofc.Arb. Case 10/20/78	none	2yrs.3mos/16Days
5..	R/W Adm or R.E.S.IV	8-4-80 U.S.Ct.of Appeals	#1 of 3	U.S. Court of Appeals hearing -8/4/80	8Yrs/4mos/3Days	3Yrs/7mos/10Days.

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FLOW PROCESS CHANGE CHART FROM CLASS TO CLASS PER APPELLEES DIRECTIVES

Original Appellant'sCLASS achieved through Civil Service was R.E.S.IV.

Step(s)	Class		By What Directive and/or Achievement
1	R.E.S. IV		Civil Service Tests
2	R/W/ Adm.I to R.E.SIII (Pay grade Change)	and/or R.E.S.III(Suprv.) (No pay grade change)	PennDot Ltr. 3/29/77
4	R.E.S.III Loss of Civil Service Time	R.E.S.III(Suprv.) (no changes)	PennDot Ltr. 5/3/77 and AFSCME Ltr. 5/5/77. and. Gov. Ofc.Arb. Case 10/20/78

APPENDIX "B"

Original by Michael Shigun, Esq. for Appellant/Plaintiff

APPENDIX "C"

Honorable Discharge

FIDELI CERTA MERCES

from the Armed Forces of the United States of America

This is to certify that

NICOLAS VAZIR

was Honorably Discharged from the

United States Marine Corps

RESERVE

on the 22d day of March 1951. This certificate is awarded

as a testimonial of Honest and Faithful Service

Smiley Schultz

SMILEY SCHULTZ,

Captain, U. S. Marine Corps Reserve

UNITED STATES COURT OF APPEALS
THIRD CIRCUIT
Case no. 80-1474

Certificate of Service

I, NICHOLAS MAZUR, Pro se, Plaintiff/Appellant, hereby, certify, that a true and exact copy of the foregoing "Amendment of Findings of the Facts" has been forwarded , this date, by first class mail, pre-paid postage, to the follow :

Frank A. Fisher, Jr. Asst. Atty. Gen'l.:
Barbara g, Raup, " " "
Ward Williams, Chief Counsel :
Edward G. Biester, Attorney General
Gov. Richard Thirnburg :
Attorneys/Representatives of
Appellees, Commonwealth of Pa.: :
-Department of Transportation, Civil
Service Commission; Governor's :
Office of Administration, AND,
Office of Chief Counsel
Harrisburg, Pa. 17120

Richard Kirschner, Esq.
J.K. Walters, Esq;
Law Offices, 1500 Walnut St;
Phila., Pa. 19102
Attorneys for Appellees,
American Federation State,
County & Municipal Emm-
ployees Union(AFSCME.)

Signed by
Nicholas Mazur
Nicholas Mazur, Pro se
Plaintiff/Appellant.
Date: 7-8-80

Mary P. Heimbach
MARY P. HEIMBACH, NOTARY PUBLIC
ALLENTOWN, LEHIGH COUNTY
MY COMMISSION EXPIRES DEC. 13, 1983
Member, Pennsylvania Association of Notaries

7/9/80

UNITED STATES SUPREME COURT
Case No. 79-2055
(U.S.C.O.A. (3rd. ckt.) 80-1474.)

APPENDIX "B"

Appellees Arbitration directive violating the Judicail Opinion's 76-3(2/23/76) basic interpretation and guidelines.

Signed By:
Nicholas Mazur

Nicholas Mazur, Pro se,
Appellent- Petitioner
819 N. 21st Street,
Allentown, Pa. 18104

S-4

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
October 20, 1978

V REFER TO

PAT. 1723 334M 166122803

N. MAZUR
308 W. CENTER ST.,
SHENANDOAH, PA. 17976

PA
17901

U.S. SUPREME COURT ATTENTION REQUESTED HERE!!!

NOTE: VIOLATION OF JUDICIAL OPINION 76-3
DATED: 2/23/76 - ATTY. GEN'L. KANE O.P.
U.S. SUPREME COURT ACTION TOOK AWAY CIVIL/PUBLIC SERVICE TIME THAT SHOULD HAVE BEEN ADDED TO "SOLDIER'S" MILITARY TIME
SEE "MOTION FOR AMENDED FINDINGS OF FACTS."

Based on several grievances submitted by AFSCME, the Department of Transportation recently received an Arbitration decision concerning the implementation of furloughs and the calculation of seniority for employes affected by furloughs on June 30, 1978 and September 1, 1978. The arbitrator ruled that seniority credit for employes in the Transportation Construction Inspector 3 class was improperly calculated. This also affects Real Estate Specialist Supervisors and Real Estate Appraisers 3. This resulted from Executive Board classification changes which in turn created bargaining unit changes for employes in these classifications.

The arbitrator ruled that the bargaining unit seniority these employes earned prior to the classification changes should not have been credited toward the bargaining unit seniority earned after the classification and bargaining unit changes were made. As a result, the Department was directed to recompute seniority for these affected individuals and consequently to determine who should have been furloughed or bumped based on these new seniority calculations.

As a result, some employes were improperly furloughed or bumped. Correspondingly, some employes were improperly retained or bumped. You are one of the employes affected by this recalculation and were improperly retained. Therefore, in order to comply with the arbitrator's decision, we have been directed to reinstate another employe in your classification who was improperly furloughed. You regrettably, must be furloughed instead. This furlough will be effective at the close of business November 1, 1978. Your District Office will meet with you to answer any questions you may have as well as to discuss and provide counseling relative to your furlough status.

I sincerely regret that this action is necessary, but we, unfortunately, have no choice based on the arbitration decision. You have 20 days from the receipt of this letter to file an appeal with the

APPENDIX "B"

State Civil Service Commission regarding this action, if you choose to do so. An extract from the Civil Service Act explaining your appeal rights is attached.

Very truly yours,

John Harhigh, Director
Bureau of Personnel

Attachment

R 84

APPENDIX "B"

Date Prepared 10-20-78

District Central Office

Class Title Real Estate Spec. III-1723

Parenthetical

Bargaining Unit B-1

"B" List (Bumping List, All Current Incumbents of Class Plus Those Eligible to Bump)

Name	Bargaining Unit Service Date	Action Taken/ Other Classes
Prinkey, M. P.	11-10-63	* RE-INSTATEMENT BY FEDERAL
Walter, J. H.	9-10-66	COURTS REQUESTED WOULD BE
Reefer, J. H.	6-5-69	AS FOLLOWS +
Shenk, F. T.	5-20-71	N. MAZUR - R/W ADM. - 9-12-68
Romig, M. V.	9-15-71	J. H. REEFER 6-5-69
Gross, R. C.	1-22-72	F. T. SHENK 5-20-71
Lehr, D. W.	8-11-72	U. M ROMIG 9-15-71
Seitz, D.	9-6-72	R. C. GROSS 1-22-72
ur, N.	7-27-75	D. W. LEHR 8-11-72
l, R. D.	3-3-77	D. R. PAUL 3-3-77

U.S. SUPREME COURT IS ATTENTION IS CALLED HERE *

* THE REVISED STANDING, LISTED ABOVE, WOULD BE APPROXIMATELY THE SENIORITY STANDINGS, IF U.S. SUPREME COURT MAKES THE STATE OF PA. HONOR THE JUDICIAL OPINION # 76-3, 2/23/76, 73 D&C, P741 to P752.

10/20/78

ARBITRATION AWARD FACT SHEET

I. Seniority Dates

A. Those employes improperly furloughed who are returning to work will have seniority credited as if they never left.

B. Those eligible to return but who do not accept reemployment will have seniority credited retroactive from November 3, 1978 to their furlough date. If did not return October 23, 1978, show as LWOP but still give seniority credit.

C. Those eligible to return but do not because they would be furloughed on November 8, 1978 will be shown as LWOP from October 23, 1978 to November 8, 1978, furloughed at close of business November 8, 1978 and will have seniority credit to November 8, 1978.

D. Employes improperly bumped are restored to their proper levels effective October 23, 1978. However, their seniority is to be credited toward what should have been their proper class and/or bargaining unit retroactive to their original "improper" bumping date (July 1, 1978 or September 2, 1978). This applies to both downward and upward restoration.

II. Recall Provisions

A. Those employes furloughed on November 1, 1978 will have three years of recall rights starting from the date they should have been furloughed, either July 1, 1978 or September 2, 1978. They will be merged with persons on recall lists from those dates. For recall purposes only, seniority credit earned after the furlough date will be subtracted so that their relative seniority with others furloughed on either July 1, 1978 or September 2, 1978 remains consistent.

B. Employes improperly furloughed who choose not to return to work lose recall rights because they refused recall.

C. Employes improperly furloughed, who could come back, but do not because they will be furloughed on November 8, 1978 are treated as if furloughed on November 8, 1978.

D. Recall rights for employes who are bumped to lower levels on October 23, 1978 begin on the date they should have been bumped, either July 1, 1978 or September 2, 1978. For example, a Trans. Const. Insp. 3 who was bumped to Trans. Const. Insp. 2 on October 23, 1978, but who should have bumped on September 2, 1978, will have recall rights to Trans. Const. Insp. 3 which begin retroactive to September 2, 1978 and continue for three years.

APPENDIX "B"

Docket No. 79-2055
United States Supreme Court

Notice Under Rule 10(4)

Nicholas Mazur, Appelkant,
vs.
Commonwealth of Penna., et al
and AFSCME, Appellees

To: Mr Michael Rodak, Jr,
Clerk of the Court.

Pursuant to Rule 10(4) of the Rules of the Supreme Court of the United States, you are hereby notified that Appellant believes that Appellees "American Federation of State, County, and Municipal Employees Union" have no personal interest in the outcome of this appeal, by their lack of "Notice of Appearance in the Supreme Court", and the Commonwealth of Pennsylvania, et al , by their Waiving of Appeal.

Respectfully submitted,

Nicholas Mazur, Pro se,/Appellant
819 N. 21st Street,
Allentown,Pa. 18104
215-433-1587